

**Exhibit 4**

Addendum to Proof of Claim

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS (SHERMAN)**

In re:	)	
	)	Chapter 11
AMAZING ENERGY MS, LLC	)	
	)	Case. No. 20-41558
	)	
Debtor.	)	
	)	
In re:	)	
	)	Chapter 11
AMAZING ENERGY LLC	)	
	)	Case. No. 20-41561
	)	
Debtor.	)	
	)	
In re:	)	
	)	Chapter 11
AMAZING ENERGY HOLDINGS, LLC	)	
	)	Case. No. 20-41563
	)	
Debtor.	)	*Jointly Administered Under
	)	Case No. 20-41558

## ADDENDUM TO PROOF OF CLAIM OF THOMPSON & KNIGHT LLP

1. This proof of claim (the “**Proof of Claim**”) is submitted by and on behalf of Thompson & Knight, LLP (“**TK**”), a creditor of Amazing Energy, LLC (the “**Debtor**”).
2. The Debtor filed for relief under chapter 11 of title 11 of the United States Code on October 19, 2018 (the “**Petition Date**”).
3. Prior to the Petition Date, TK performed legal work on behalf of the Debtor (the “**Prepetition Services**”) in relation to state court litigation, filed in Pecos County, Texas (the “**State Court Case**”), which matter has since been removed and transferred to this Court, where it is pending as Adversary Proceeding No. 20-04075. TK has outstanding and unpaid fees and expenses (the “**Litigation Expenses**”) incurred in connection with the Prepetition Services.

4. As reflected in the invoices attached hereto as **Exhibit A** (the “**Invoices**”), the Debtor is indebted to TK in an amount not less than \$133,558.91 for the Litigation Expenses incurred in connection with the Prepetition Services.<sup>1</sup> The Invoices reflect that the Prepetition Services were performed by experienced, competent TK attorneys at the direction of the Debtor. Further, as reflected in the engagement letter, attached hereto as **Exhibit B**, the Litigation Expenses reflected in the Invoices are in accordance with the parties’ agreement and were reasonable and necessary for the Prepetition Services provided by TK.

5. In addition and to the extent necessary, in the alternative, TK asserts that the Debtor benefitted from the Litigation Expenses incurred in relation to TK’s Prepetition Services, and the Debtor therefore is indebted to TK under applicable law and principles of equity in an amount not less than \$133,558.91.

6. The filing of this Proof of Claim is neither (a) a waiver or release of TK’s rights, claims or defenses against any person, entity or property; (b) a waiver or release of TK’s right to have any and all final orders in any and all non-core matters entered only after *de novo* review by a United States District Court; (c) a consent by TK to the jurisdiction of this Court for any purpose other than with respect to this Proof of Claim; (d) an election of remedy; (e) a waiver or release of any rights which TK may have to a jury trial; nor (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or any other proceedings which may be commenced in this case against or otherwise involving TK, including without limitation, any adversary proceeding that was or may be commenced by any party or committee in this case.

7. All notices concerning this proof of claim should be sent to:

Thompson & Knight LLP  
c/o Christopher A. Bailey  
1722 Routh Street, Suite 1500  
Dallas, Texas 75201

8. TK reserves the right to amend and/or supplement this Proof of Claim and to assert any and all other claims of whatever kind or nature that it has, or may have, that may come to the attention of TK or arise after the filing of this Proof of Claim. The filing of this Proof of Claim shall not be deemed a waiver of any such claims or amounts.

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<sup>1</sup> The invoices attached here as *Exhibit A* reference certain post-petition services, the fees for which have been deducted from the Claim total.

The invoices have been redacted. If the Debtor or the Court requests un-redacted copies of the Invoices, TK is will provide them subject to reasonable measures to protect any applicable attorney-client or work-product privileges.

**EXHIBIT A – INVOICES**



Addendum Page 5 of 64  
**THOMPSON & KNIGHT LLP**  
ATTORNEYS AND COUNSELORS

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TAX ID No. 75-2813604

Amazing Energy Oil and Gas Co  
Attn: Tom Thornhill  
5700 W. Plano Parkway, Suite 3600  
Plano, TX 75093

Page 1  
February 14, 2020  
Invoice 42114086

## INVOICE SUMMARY

For Services Rendered Through January 31, 2020

Our Matter # 527040.000004  
Pecos County Title Dispute

Fees for Professional Services .....	\$	6,069.00
Reimbursable Costs.....	\$	141.11
Net Current Billing For This Invoice .....	\$	<u>6,210.11</u>

**THOMPSON & KNIGHT LLP**

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Our Matter # 527040.000004  
Pecos County Title Dispute

**Open Invoices**

<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Invoice Total</b>
42111596	01/07/20	<b>\$33,220.82</b>
<b>Total</b>		<b>\$33,220.82</b>

Addendum Page 7 of 64  
**THOMPSON & KNIGHT LLP**  
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 5700 W. Plano Parkway, Suite 3600  
 Plano, TX 75093

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 February 14, 2020  
 Invoice 42114086

<u>Date</u>	<u>Name</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/03/2020	Davis, N	Analyze JB Parker request for documents; correspondence regarding same	.40	650.00	\$260.00
01/06/2020	Davis, N	Analyze Pioneer pipeline deal documents; correspondence with Dr. Parker counsel regarding same; conference with J. Porter regarding document collection	1.60	650.00	\$1,040.00
01/07/2020	Davis, N	Analyze documents requested by opposing counsel; correspondence with opposing counsel regarding same	.60	650.00	\$390.00
01/13/2020	Davis, N	Correspondence regarding arbitrator; conference and correspondence with J. King regarding [REDACTED]; conference with J. McCarn [REDACTED]	.70	650.00	\$455.00
01/16/2020	Vartabedian, R	Call with B. Barton and counsel	.70	760.00	\$532.00
01/16/2020	Davis, N	Conference with opposing parties and counsel regarding [REDACTED] conference with J. McCarn regarding [REDACTED]	1.50	650.00	\$975.00
01/16/2020	Porter, J	Correspondence with opposing counsel concerning [REDACTED]	1.30	410.00	\$533.00
01/17/2020	Vartabedian, R	Correspondence with client	.40	760.00	\$304.00
01/17/2020	Davis, N	Conference with T. Thornhill and J. McCarn regarding [REDACTED]	1.00	650.00	\$650.00
01/22/2020	Vartabedian, R	Correspondence with client	.20	760.00	\$152.00
01/22/2020	Davis, N	Conference with J. McCarn regarding [REDACTED]; correspondence with J. King regarding same	.30	650.00	\$195.00
01/24/2020	Davis, N	Conference with J. King regarding [REDACTED]; conference with J. McCarn regarding same; conference with J. Griffis regarding status	.80	650.00	\$520.00
01/31/2020	Bates, P	Review and distribute notice from court regarding [REDACTED]	.20	315.00	\$63.00

**THOMPSON & KNIGHT LLP**

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February 14, 2020  
Invoice 42114086

Our Matter # 527040.000004  
Pecos County Title Dispute

Fees for Professional Services .....\$ 6,069.00

Summary of Fees

<u>Name</u>	<u>Title</u>	<u>Hours</u>		<u>Rate/Hr</u>		<u>Amount</u>
Rob Vartabedian	Partner	1.30	\$	760.00	\$	988.00
Nicholas Davis	Associate	6.90	\$	650.00	\$	4,485.00
Javan Porter	Associate	1.30	\$	410.00	\$	533.00
Polly Bates	Paralegal	.20	\$	315.00	\$	63.00
Total		9.70			\$	6,069.00

Reimbursable Costs

<u>Date</u>	<u>Description</u>	<u>Amount</u>
	Electronic Research	\$141.11

Total Reimbursable Costs .....\$ 141.11

Total Current Fees and Costs for this Invoice.....\$ 6,210.11

Addendum Page 9 of 64  
**THOMPSON & KNIGHT LLP**  
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TAX ID No. 75-2813604

Amazing Energy Oil and Gas Co  
Attn: Tom Thornhill  
5700 W. Plano Parkway, Suite 3600  
Plano, TX 75093

Page 1  
March 13, 2020  
Invoice 42116122

## INVOICE SUMMARY

For Services Rendered Through February 29, 2020

Our Matter # 527040.000004  
Pecos County Title Dispute

Fees for Professional Services .....	\$	38,644.50
Reimbursable Costs.....	\$	2.00
Net Current Billing For This Invoice .....	\$	<u>38,646.50</u>

**THOMPSON & KNIGHT LLP**

Page 2  
March 13, 2020  
Invoice 42116122

Our Matter # 527040.000004  
Pecos County Title Dispute

**Open Invoices**

<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Invoice Total</b>
42111596	01/07/20	<b>\$33,220.82</b>
42114086	02/14/20	<b>\$6,210.11</b>
<b>Total</b>		<b>\$39,430.93</b>

Addendum Page 11 of 64  
**THOMPSON & KNIGHT LLP**  
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 Plano, TX 75093

Page 3  
 March 13, 2020  
 Invoice 42116122

<u>Date</u>	<u>Name</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
02/04/2020	Davis, N	Conference with J. King, B. Barton, and J. McCarn regarding title and accounting issues; correspondence regarding same; prepare Rule 11 agreement extending stay	2.50	650.00	\$1,625.00
02/06/2020	Davis, N	Conference with T. Thornhill regarding stay; prepare rule 11 agreement extending stay; correspond with opposing counsel regarding same; conference with T. Thornhill and J. McCarn; conference and correspondence with J. King regarding Rule 11	3.20	650.00	\$2,080.00
02/07/2020	Bates, P	Obtain copy of court docket; prepare case tracking chart	.30	315.00	\$94.50
02/10/2020	Davis, N	Conference with J. King, B. Barton, and J. McCarn regarding [REDACTED]	.30	650.00	\$195.00
02/11/2020	Bates, P	Update case calendar	.10	315.00	\$31.50
02/11/2020	Davis, N	Analyze deadlines; research regarding [REDACTED] correspondence with J. King regarding accounting review and arbitration	1.60	650.00	\$1,040.00
02/12/2020	Davis, N	Correspondence with potential arbitrators regarding availability	.30	650.00	\$195.00
02/14/2020	Porter, J	Draft correspondence to R. Wurtele concerning upcoming document review project	.40	410.00	\$164.00
02/14/2020	Davis, N	Conference with C. Brown regarding [REDACTED]; correspondence with clients regarding same; conference with R. Wurtele regarding same; analyze dismissal for want of prosecution	1.40	650.00	\$910.00
02/17/2020	Davis, N	Conferences regarding accounting inspection; correspondence with opposing counsel regarding same; prepare for and attend accounting inspection	8.90	650.00	\$5,785.00
02/17/2020	Porter, J	Review and analyze documents in connection with Rule 11 agreement; conduct discovery of documents at Amazing's office	7.40	410.00	\$3,034.00

THOMPSON & KNIGHT LLP

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March 13, 2020  
Invoice 42116122

Our Matter # 527040.000004  
Pecos County Title Dispute

<u>Date</u>	<u>Name</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
02/18/2020	Porter, J	Conduct discovery at Amazing's offices in connection with Rule 11 agreement; observe and report on actions of independent auditors	4.50	410.00	\$1,845.00
02/18/2020	Davis, N	Correspondence with opposing counsel regarding inspection and title issues; correspondence with J. McCarn regarding same; research and analyze payout issue; research and analyze [REDACTED]	4.30	650.00	\$2,795.00
02/19/2020	Davis, N	Conference with L. Knickerbocker regarding JT Walker lease; research and analysis of [REDACTED]; research regarding summary judgment; conference with opposing counsel regarding title issues	2.70	650.00	\$1,755.00
02/20/2020	Davis, N	Conference with J. McCarn regarding status and opinion; conference with J. Porter and A. Karlsen regarding invoices	1.00	650.00	\$650.00
02/21/2020	Davis, N	Conference with C. Brown regarding JT Walker lease and buyout; correspondence regarding same; conference with J. Porter regarding invoice review; analyze letter agreements	2.10	650.00	\$1,365.00
02/24/2020	Porter, J	Draft correspondence concerning [REDACTED]; research and analyze factual background regarding the same	.80	410.00	\$328.00
02/24/2020	Davis, N	Conference with J. McCarn regarding title; conference with T. Thornhill and J. McCarn regarding same	1.50	650.00	\$975.00
02/25/2020	Davis, N	Conference with T. Thornhill regarding arbitration; conference with J. Porter regarding research; prepare arbitration demand	5.10	650.00	\$3,315.00
02/25/2020	Porter, J	Research and analyze case law concerning [REDACTED]; draft correspondence concerning the same	1.10	410.00	\$451.00
02/26/2020	Davis, N	Prepare J. Miesner affidavit; prepare opening submission; correspondence regarding same; prepare Rule 11 agreement regarding schedule	6.90	650.00	\$4,485.00
02/26/2020	Porter, J	Draft and edit affidavit for R. Wurtele	.60	410.00	\$246.00
02/27/2020	Davis, N	Prepare affidavit of J. Miesner; conferences with KL Gates regarding Rule 11; conference with T. Thornhill regarding same; revise Rule 11; prepare opening brief	5.40	650.00	\$3,510.00
02/27/2020	Porter, J	Prepare and finalize affidavit for R. Wurtele	.60	410.00	\$246.00



**THOMPSON & KNIGHT LLP**

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March 13, 2020  
Invoice 42116122

Our Matter # 527040.000004  
Pecos County Title Dispute

<u>Date</u>	<u>Name</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
02/28/2020	Davis, N	Conference with J. Porter regarding [REDACTED] [REDACTED]	2.20	650.00	\$1,430.00
02/28/2020	Bates, P	Review and distribute third Rule 11 agreement; update case calendar	.30	315.00	\$94.50

Fees for Professional Services .....\$ 38,644.50

Summary of Fees

<u>Name</u>	<u>Title</u>	<u>Hours</u>		<u>Rate/Hr</u>		<u>Amount</u>
Nicholas Davis	Associate	49.40	\$	650.00	\$	32,110.00
Javan Porter	Associate	15.40	\$	410.00	\$	6,314.00
Polly Bates	Paralegal	.70	\$	315.00	\$	220.50
Total		65.50			\$	38,644.50

Reimbursable Costs

<u>Date</u>	<u>Description</u>	<u>Amount</u>
	Electronic Research	\$2.00

Total Reimbursable Costs .....\$ 2.00

Total Current Fees and Costs for this Invoice.....\$ 38,646.50

Addendum Page 14 of 64  
**THOMPSON & KNIGHT LLP**  
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Amazing Energy Oil and Gas Co  
Attn: Tom Thornhill  
5700 W. Plano Parkway, Suite 3600  
Plano, TX 75093

Page 1  
April 15, 2020  
Invoice 42118335

**INVOICE SUMMARY**

For Services Rendered Through March 31, 2020

Our Matter # 527040.000004  
Pecos County Title Dispute

Fees for Professional Services .....	\$	66,527.50
Net Current Billing For This Invoice .....	\$	<u>66,527.50</u>

**THOMPSON & KNIGHT LLP**

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April 15, 2020  
Invoice 42118335

Our Matter # 527040.000004  
Pecos County Title Dispute

**Open Invoices**

<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Invoice Total</b>
42114086	02/14/20	<b>\$5,727.57</b>
42116122	03/13/20	<b>\$38,646.50</b>
<b>Total</b>		<b>\$44,374.07</b>

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**THOMPSON & KNIGHT LLP**  
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 5700 W. Plano Parkway, Suite 3600  
 Plano, TX 75093

Page 3  
 April 15, 2020  
 Invoice 42118335

<u>Date</u>	<u>Name</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/02/2020	Porter, J	Review and analyze production data from section 91; strategize with co-counsel and client regarding the same; draft correspondence concerning the same	2.30	410.00	\$943.00
03/02/2020	Davis, N	Conference with J. McCarn regarding title issues; conference with E. Wolfram regarding affidavit; conference with J. Porter regarding well by well analysis	1.10	650.00	\$715.00
03/03/2020	Porter, J	Strategize with client and co-counsel concerning Rule 11 agreement; research and analyze [REDACTED]	.80	410.00	\$328.00
03/03/2020	Davis, N	Prepare opening brief for arbitration; [REDACTED]; conference with R. Wurtele regarding same; conference with T. Thornhill regarding status; prepare J. McCarn affidavit; prepare Rule 11 agreement extending dates	3.80	650.00	\$2,470.00
03/04/2020	Davis, N	Correspondence with opposing counsel regarding extension of dates	.10	650.00	\$65.00
03/05/2020	Davis, N	Analyze and revise Rule 11 agreement; correspondence with opposing counsel and T. Thornhill regarding same	.90	650.00	\$585.00
03/06/2020	Bates, P	Review Rule 11 agreements and update case calendar	.30	315.00	\$94.50
03/06/2020	Davis, N	Conference with J. Porter regarding status and arbitration brief; correspondence with arbitrator	.50	650.00	\$325.00
03/10/2020	Vartabedian, R	Correspondence with [REDACTED]	.40	760.00	\$304.00
03/16/2020	Porter, J	Review and finalize correspondence to client [REDACTED]	.80	410.00	\$328.00
03/17/2020	Vartabedian, R	Correspondence with client	.30	760.00	\$228.00
03/17/2020	Porter, J	Review and analyze Rumson Royalty suit; prepare correspondence to J. Griffis concerning the same; research and analyze procedural and factual background regarding the same	4.40	410.00	\$1,804.00

THOMPSON & KNIGHT LLP

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April 15, 2020  
Invoice 42118335

Our Matter # 527040.000004  
Pecos County Title Dispute

<u>Date</u>	<u>Name</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/17/2020	Davis, N	Conference with clients regarding accounting analysis; correspondence regarding same	1.30	650.00	\$845.00
03/18/2020	Davis, N	Prepare correspondence to opposing counsel regarding accounting analysis	.30	650.00	\$195.00
03/18/2020	Porter, J	Research and analyze [REDACTED] research and analyze [REDACTED] [REDACTED] draft correspondence to opposing counsel regarding the same	2.90	410.00	\$1,189.00
03/19/2020	Porter, J	Draft correspondence to client concerning [REDACTED] discussions; draft correspondence to opposing counsel concerning the same; strategize with co-counsel regarding the same	2.30	410.00	\$943.00
03/20/2020	Porter, J	Strategize with client [REDACTED] draft and edit correspondence with client concerning the same; strategize with co-counsel concerning the same	2.80	410.00	\$1,148.00
03/20/2020	Davis, N	Conference with R. Vartabedian and J. Porter regarding status and strategy	.40	650.00	\$260.00
03/23/2020	Porter, J	Prepare materials to be filed with brief in arbitration	.90	410.00	\$369.00
03/24/2020	Davis, N	Conference with J. Porter regarding arbitration brief; conference with opposing counsel regarding accounting and settlement discussions; conference with T. Thornhill regarding same; conferences with J. Porter regarding same	1.60	650.00	\$1,040.00
03/24/2020	Porter, J	Prepare [REDACTED] for brief to be filed in arbitration; research and analyze case law and procedural and factual background regarding the same	6.10	410.00	\$2,501.00
03/25/2020	Vartabedian, R	Call with J. King; call with T. Thornhill; work on arbitration strategy issues	1.50	760.00	\$1,140.00
03/25/2020	Davis, N	Conference with J. Porter regarding arbitration; revise R. Wurtele affidavit; conference with R. Vartabedian regarding arbitration; conference with C. Brown regarding same	2.70	650.00	\$1,755.00
03/26/2020	Porter, J	Draft Brief for arbitration; research and analyze case law regarding the same; draft affidavit for R Wurtele; research and analyze procedural and factual background regarding the same	8.50	410.00	\$3,485.00
03/26/2020	Vartabedian, R	Calls with J. King; call with T. Thornhill; correspondence about arbitration	1.30	760.00	\$988.00

THOMPSON & KNIGHT LLP

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April 15, 2020  
Invoice 42118335

Our Matter # 527040.000004  
Pecos County Title Dispute

<u>Date</u>	<u>Name</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/26/2020	Davis, N	Prepare arbitration brief; conference with R. Vartabedian regarding same; conference with T. Thornhill regarding same	6.00	650.00	\$3,900.00
03/27/2020	Vartabedian, R	Correspondence with client; review arbitration brief and correspondence about the same; review and revise	1.40	760.00	\$1,064.00
03/27/2020	Porter, J	Finalize arbitration brief; research and analyze case law regarding the same; find and prepare folder of authorities regarding the same; strategize with co-counsel regarding the same	9.90	410.00	\$4,059.00
03/27/2020	Davis, N	Research and prepare arbitration brief and related documents; conferences regarding same	9.60	650.00	\$6,240.00
03/29/2020	Davis, N	Analyze AAPIM's arbitration brief	1.00	650.00	\$650.00
03/30/2020	Vartabedian, R	Phone conference about reply strategy; correspondence with client; prepare for TRO hearing and correspondence about the same	2.70	760.00	\$2,052.00
03/30/2020	Porter, J	Draft response arbitration brief; research and analyze case law regarding the same; research and analyze procedural and factual background regarding the same; draft supp. decl. for R. Wurtele; research and analyze [REDACTED]	10.50	410.00	\$4,305.00
03/30/2020	Davis, N	Conference with J. Porter regarding arbitration brief; research and prepare reply brief; research and prepare for TRO hearing	10.10	650.00	\$6,565.00
03/31/2020	Vartabedian, R	Prepare for hearing; correspondence with client; TRO hearing; correspondence with opposing counsel about TRO form	2.90	760.00	\$2,204.00
03/31/2020	Porter, J	Draft response arbitration brief; research and analyze case law regarding the same; research and analyze procedural and factual background regarding the same; draft supp. decl. for N. Davis; research and analyze [REDACTED]	11.10	410.00	\$4,551.00
03/31/2020	Davis, N	Prepare for and argue at temporary injunction hearing; conferences with team and client regarding same	10.60	650.00	\$6,890.00
Fees for Professional Services .....					\$ 66,527.50

THOMPSON & KNIGHT LLP

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April 15, 2020  
Invoice 42118335

Our Matter # 527040.000004  
Pecos County Title Dispute

<u>Summary of Fees</u>					
<u>Name</u>	<u>Title</u>	<u>Hours</u>		<u>Rate/Hr</u>	<u>Amount</u>
Rob Vartabedian	Partner	10.50	\$	760.00	\$ 7,980.00
Nicholas Davis	Associate	50.00	\$	650.00	\$ 32,500.00
Javan Porter	Associate	63.30	\$	410.00	\$ 25,953.00
Polly Bates	Paralegal	.30	\$	315.00	\$ 94.50
Total		124.10			\$ 66,527.50

Addendum Page 20 of 64  
**THOMPSON & KNIGHT LLP**  
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Page 1  
May 13, 2020  
Invoice 42120028

## INVOICE SUMMARY

For Services Rendered Through April 30, 2020

Our Matter # 527040.000004  
Pecos County Title Dispute

Fees for Professional Services .....	\$	5,142.00
Reimbursable Costs.....	\$	1.00
Net Current Billing For This Invoice .....	\$	<u>5,143.00</u>



**THOMPSON & KNIGHT LLP**

Page 2  
May 13, 2020  
Invoice 42120028

Our Matter # 527040.000004  
Pecos County Title Dispute

**Open Invoices**

<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Invoice Total</b>
42114086	02/14/20	<b>\$5,727.57</b>
42116122	03/13/20	<b>\$38,646.50</b>
42118335	04/15/20	<b>\$66,527.50</b>
<b>Total</b>		<b>\$110,901.57</b>

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**THOMPSON & KNIGHT LLP**  
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Amazing Energy Oil and Gas Co  
 Attn: Tom Thornhill  
 5700 W. Plano Parkway, Suite 3600  
 Plano, TX 75093

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 May 13, 2020  
 Invoice 42120028

<u>Date</u>	<u>Name</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
04/01/2020	Vartabedian, R	Correspondence about TRO form	.30	760.00	\$228.00
04/01/2020	Davis, N	Revise proposed temporary injunction order	.50	650.00	\$325.00
04/02/2020	Davis, N	Analyze proposed temporary restraining order	.20	650.00	\$130.00
04/03/2020	Vartabedian, R	Correspondence regarding order	.40	760.00	\$304.00
04/03/2020	Porter, J	Draft correspondence concerning denial of TRO; prepare materials for submission to arbitrator; case status conference regarding bankruptcy	2.10	410.00	\$861.00
04/06/2020	Bates, P	Review and distribute file-marked letter with proposed TRO and order staying arbitration	.30	315.00	\$94.50
04/07/2020	Davis, N	Conference with counsel and team regarding bankruptcy	.80	650.00	\$520.00
04/07/2020	Porter, J	Draft litigation budget for bankruptcy; draft suggestions of bankruptcy for all outstanding cases; finalize suggestions of bankruptcy for filing	2.50	410.00	\$1,025.00
04/08/2020	Bates, P	Prepare suggestion of bankruptcy for filing; efile and distribute same	.50	315.00	\$157.50
04/08/2020	Porter, J	Draft litigation budget for bankruptcy; research and analyze procedural and factual background regarding the same; finalize suggestions of bankruptcy	1.50	410.00	\$615.00
04/08/2020	Davis, N	Conference with J. Porter regarding bankruptcy and budget; prepare suggestion of bankruptcy	.60	650.00	\$390.00
04/09/2020	Porter, J	Finalize litigation budget; research and analyze procedural background regarding the same	.50	410.00	\$205.00
04/17/2020	Porter, J	Review and analyze case law concerning filing an answer during a bankruptcy stay; draft correspondence to assisting attorneys regarding the same; draft correspondence to bankruptcy counsel regarding the same	.70	410.00	\$287.00

Fees for Professional Services .....\$ 5,142.00

THOMPSON & KNIGHT LLP

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May 13, 2020  
Invoice 42120028

Our Matter # 527040.000004  
Pecos County Title Dispute

Summary of Fees

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate/Hr</u>	<u>Amount</u>
Rob Vartabedian	Partner	.70	\$ 760.00	\$ 532.00
Nicholas Davis	Associate	2.10	\$ 650.00	\$ 1,365.00
Javan Porter	Associate	7.30	\$ 410.00	\$ 2,993.00
Polly Bates	Paralegal	.80	\$ 315.00	\$ 252.00
Total		10.90		\$ 5,142.00

Reimbursable Costs

<u>Date</u>	<u>Description</u>	<u>Amount</u>
	Electronic Research	\$1.00

Total Reimbursable Costs .....\$ 1.00

Total Current Fees and Costs for this Invoice.....\$ 5,143.00

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**THOMPSON & KNIGHT LLP**  
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Page 1  
June 16, 2020  
Invoice 42122464

## INVOICE SUMMARY

For Services Rendered Through May 31, 2020

Our Matter # 527040.000004  
Pecos County Title Dispute

Fees for Professional Services .....	\$	260.00
Net Current Billing For This Invoice .....	\$	<u>260.00</u>

**THOMPSON & KNIGHT LLP**

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June 16, 2020  
Invoice 42122464

Our Matter # 527040.000004  
Pecos County Title Dispute

**Open Invoices**

<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Invoice Total</b>
42114086	02/14/20	<b>\$5,727.57</b>
42116122	03/13/20	<b>\$38,646.50</b>
42118335	04/15/20	<b>\$66,527.50</b>
42120028	05/13/20	<b>\$5,143.00</b>
<b>Total</b>		<b>\$116,044.57</b>

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Page 3  
 June 16, 2020  
 Invoice 42122464

<u>Date</u>	<u>Name</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/12/2020	Davis, N	Conference with J. McCarn regarding status	.40	650.00	\$260.00

Fees for Professional Services .....\$ 260.00

Summary of Fees

<u>Name</u>	<u>Title</u>	<u>Hours</u>		<u>Rate/Hr</u>		<u>Amount</u>
Nicholas Davis	Associate	.40	\$	650.00	\$	260.00
Total		.40			\$	260.00

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March 13, 2020  
Invoice 42116121

## INVOICE SUMMARY

For Services Rendered Through February 29, 2020

Our Matter # 527040.000002  
Investigation and Suit for Breaches of Fiduciary Duties and Fraud

Fees for Professional Services .....	\$	7,886.00
Reimbursable Costs.....	\$	314.84
Net Current Billing For This Invoice .....	\$	<u>8,200.84</u>

**THOMPSON & KNIGHT LLP**

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March 13, 2020  
Invoice 42116121

Our Matter # 527040.000002  
Investigation and Suit for Breaches of Fiduciary Duties and Fraud

**Open Invoices**

<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Invoice Total</b>
42114085	02/14/20	<b>\$38,962.50</b>
<b>Total</b>		<b>\$38,962.50</b>



Addendum Page 29 of 64  
**THOMPSON & KNIGHT LLP**  
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Page 3  
 March 13, 2020  
 Invoice 42116121

<u>Date</u>	<u>Name</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
02/03/2020	Bates, P	Update case file with TRO documents	.20	315.00	\$63.00
02/03/2020	Davis, N	Finalize TRO; prepare writ of injunction; prepare letter regarding same; conference with court regarding same	3.20	650.00	\$2,080.00
02/07/2020	Vartabedian, R	Attention to litigation strategy and [REDACTED]	.90	760.00	\$684.00
02/07/2020	Porter, J	Prepare correspondence with court; research and analyze procedural and factual background regarding disposition of cases; prepare chart of case summaries for lawyers on our side	1.30	410.00	\$533.00
02/07/2020	Bates, P	Obtain copy of court docket; prepare case tracking chart; communications regarding TRO	.40	315.00	\$126.00
02/13/2020	Davis, N	Correspondence with T. Thornhill regarding injunction	.20	650.00	\$130.00
02/21/2020	Porter, J	Review and analyze invoices in connection with Rule 11 agreement; prepare list of invoices to produce to opposing party	5.50	410.00	\$2,255.00
02/21/2020	Davis, N	Conference with E. Wolfram regarding [REDACTED]; correspondence regarding same	1.10	650.00	\$715.00
02/25/2020	Davis, N	Conference with E. Wolfram regarding [REDACTED]	1.40	650.00	\$910.00
02/27/2020	Davis, N	Conference with E. Wolfram regarding [REDACTED]	.60	650.00	\$390.00
Fees for Professional Services .....					\$ 7,886.00

THOMPSON & KNIGHT LLP

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March 13, 2020  
Invoice 42116121

Our Matter # 527040.000002  
Investigation and Suit for Breaches of Fiduciary Duties and Fraud

Summary of Fees

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate/Hr</u>	<u>Amount</u>
Rob Vartabedian	Partner	.90	\$ 760.00	\$ 684.00
Nicholas Davis	Associate	6.50	\$ 650.00	\$ 4,225.00
Javan Porter	Associate	6.80	\$ 410.00	\$ 2,788.00
Polly Bates	Paralegal	.60	\$ 315.00	\$ 189.00
Total		14.80		\$ 7,886.00

Reimbursable Costs

<u>Date</u>	<u>Description</u>	<u>Amount</u>
	Electronic Filing Fees	\$314.84

Total Reimbursable Costs .....\$ 314.84

Total Current Fees and Costs for this Invoice.....\$ 8,200.84

Addendum Page 31 of 64  
**THOMPSON & KNIGHT LLP**  
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Page 1  
April 15, 2020  
Invoice 42118333

## INVOICE SUMMARY

For Services Rendered Through March 31, 2020

Our Matter # 527040.000002  
Investigation and Suit for Breaches of Fiduciary Duties and Fraud

Fees for Professional Services .....	\$	3,123.00
Net Current Billing For This Invoice .....	\$	<u>3,123.00</u>

THOMPSON & KNIGHT LLP

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April 15, 2020  
Invoice 42118333

Our Matter # 527040.000002  
Investigation and Suit for Breaches of Fiduciary Duties and Fraud

**Open Invoices**

Invoice Number	Invoice Date	Invoice Total
42116121	03/13/20	\$8,200.84
<b>Total</b>		<b>\$8,200.84</b>

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**THOMPSON & KNIGHT LLP**  
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Page 3  
 April 15, 2020  
 Invoice 42118333

<u>Date</u>	<u>Name</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/13/2020	Davis, N	Conference with T. Thornhill [REDACTED] [REDACTED]	1.20	650.00	\$780.00
03/13/2020	Vartabedian, R	Call with client; call with [REDACTED]	.90	760.00	\$684.00
03/18/2020	Vartabedian, R	Phone conference with client about [REDACTED] [REDACTED]	.60	760.00	\$456.00
03/24/2020	Vartabedian, R	Correspondence with client; correspondence with C. Jensen about Dr. Parker claims	.30	760.00	\$228.00
03/24/2020	Davis, N	Conference with E. Wolfram regarding [REDACTED] and [REDACTED]	.50	650.00	\$325.00
03/25/2020	Davis, N	Correspondence regarding [REDACTED]	.30	650.00	\$195.00
03/30/2020	Davis, N	Prepare amended petition and application for TRO	.30	650.00	\$195.00
03/31/2020	Davis, N	Prepare amended petition and application for TRO	.40	650.00	\$260.00

Fees for Professional Services .....\$ 3,123.00

Summary of Fees

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate/Hr</u>	<u>Amount</u>
Rob Vartabedian	Partner	1.80	\$ 760.00	\$ 1,368.00
Nicholas Davis	Associate	2.70	\$ 650.00	\$ 1,755.00
Total		4.50		\$ 3,123.00

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Page 1  
May 13, 2020  
Invoice 42120026

## INVOICE SUMMARY

For Services Rendered Through April 30, 2020

Our Matter # 527040.000002  
Investigation and Suit for Breaches of Fiduciary Duties and Fraud

Fees for Professional Services .....	\$	11,348.50
Net Current Billing For This Invoice .....	\$	<u>11,348.50</u>

THOMPSON & KNIGHT LLP

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May 13, 2020  
Invoice 42120026

Our Matter # 527040.000002  
Investigation and Suit for Breaches of Fiduciary Duties and Fraud

**Open Invoices**

Invoice Number	Invoice Date	Invoice Total
42116121	03/13/20	\$8,200.84
42118333	04/15/20	\$3,123.00
<b>Total</b>		<b>\$11,323.84</b>

Addendum Page 36 of 64  
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Page 3  
 May 13, 2020  
 Invoice 42120026

<u>Date</u>	<u>Name</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
04/01/2020	Bates, P	Prepare second amended petition for filing; efile, distribute and telephone conference with court clerk regarding same; review and distribute Miesner's trial brief on amount of bond supplemental response to request for injunctive relief	1.10	315.00	\$346.50
04/01/2020	Davis, N	Prepare amended petition and application for TRO and related documents	3.90	650.00	\$2,535.00
04/02/2020	Bates, P	Obtain file-marked copies of latest court filings; distribute and index same	.20	315.00	\$63.00
04/02/2020	Davis, N	Prepare for TRO hearing; analyze Defendants' filings	2.00	650.00	\$1,300.00
04/03/2020	Vartabedian, R	Attention to foreclosure TRO	.60	760.00	\$456.00
04/03/2020	Davis, N	Analyze Defendants' filings; prepare for and argue at multiple TRO hearings; prepare declarations regarding TRO; conferences with client regarding same	6.10	650.00	\$3,965.00
04/07/2020	Vartabedian, R	Call with bankruptcy counsel	.80	760.00	\$608.00
04/08/2020	Bates, P	Obtain and distribute file-marked copies of Plaintiff's verified second amended petition and application for TRO and temporary injunction and order regarding same; prepare suggestion of bankruptcy for filing; efile and distribute same	.80	315.00	\$252.00
04/08/2020	Vartabedian, R	Attention to second amended petition and TRO; correspondence about TRO strategy	1.30	760.00	\$988.00
04/09/2020	Vartabedian, R	Work on litigation budget of Amazing matters; correspondence with bankruptcy counsel about the same	.50	760.00	\$380.00
04/09/2020	Davis, N	Prepare budget estimate	.70	650.00	\$455.00
Fees for Professional Services .....					\$ 11,348.50



THOMPSON & KNIGHT LLP

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May 13, 2020  
Invoice 42120026

Our Matter # 527040.000002  
Investigation and Suit for Breaches of Fiduciary Duties and Fraud

<u>Summary of Fees</u>					
<u>Name</u>	<u>Title</u>	<u>Hours</u>		<u>Rate/Hr</u>	<u>Amount</u>
Rob Vartabedian	Partner	3.20	\$	760.00	\$ 2,432.00
Nicholas Davis	Associate	12.70	\$	650.00	\$ 8,255.00
Polly Bates	Paralegal	2.10	\$	315.00	\$ 661.50
Total		18.00			\$ 11,348.50

Addendum Page 38 of 64  
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Page 1  
March 13, 2020  
Invoice 42116123

## INVOICE SUMMARY

For Services Rendered Through February 29, 2020

Our Matter # 527040.000005  
Collin County Lawsuit

Fees for Professional Services .....	\$	94.50
Net Current Billing For This Invoice .....	\$	<u>94.50</u>

**THOMPSON & KNIGHT LLP**

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March 13, 2020  
Invoice 42116123

Our Matter # 527040.000005  
Collin County Lawsuit

**Open Invoices**

<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Invoice Total</b>
42111597	01/07/20	<b>\$699.00</b>
<b>Total</b>		<b>\$699.00</b>

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Page 3  
 March 13, 2020  
 Invoice 42116123

<u>Date</u>	<u>Name</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
02/07/2020	Bates, P	Obtain copy of court docket; prepare case tracking chart	.30	315.00	\$94.50

Fees for Professional Services .....\$ 94.50

Summary of Fees

<u>Name</u>	<u>Title</u>	<u>Hours</u>		<u>Rate/Hr</u>		<u>Amount</u>
Polly Bates	Paralegal	.30	\$	315.00	\$	94.50
Total		.30			\$	94.50

Addendum Page 41 of 64  
**THOMPSON & KNIGHT LLP**  
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Amazing Energy Oil and Gas Co  
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April 15, 2020  
Invoice 42118336

## INVOICE SUMMARY

For Services Rendered Through March 31, 2020

Our Matter # 527040.000005  
Collin County Lawsuit

Fees for Professional Services .....	\$	157.50
Net Current Billing For This Invoice .....	\$	<u>157.50</u>

**THOMPSON & KNIGHT LLP**

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April 15, 2020  
Invoice 42118336

Our Matter # 527040.000005  
Collin County Lawsuit

**Open Invoices**

<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Invoice Total</b>
42116123	03/13/20	<b>\$94.50</b>
<b>Total</b>		<b>\$94.50</b>

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**THOMPSON & KNIGHT LLP**  
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Page 3  
 April 15, 2020  
 Invoice 42118336

<u>Date</u>	<u>Name</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/06/2020	Bates, P	Review Rule 11 agreements and update case calendar	.30	315.00	\$94.50
03/19/2020	Bates, P	Review notice from court regarding dismissal and update case calendar	.20	315.00	\$63.00

Fees for Professional Services .....\$ 157.50

Summary of Fees

<u>Name</u>	<u>Title</u>	<u>Hours</u>		<u>Rate/Hr</u>		<u>Amount</u>
Polly Bates	Paralegal	.50	\$	315.00	\$	157.50
Total		.50			\$	157.50

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May 13, 2020  
Invoice 42120029

## INVOICE SUMMARY

For Services Rendered Through April 30, 2020

Our Matter # 527040.000005  
Collin County Lawsuit

Fees for Professional Services .....	\$	630.00
Net Current Billing For This Invoice .....	\$	<u>630.00</u>



**THOMPSON & KNIGHT LLP**

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May 13, 2020  
Invoice 42120029

Our Matter # 527040.000005  
Collin County Lawsuit

**Open Invoices**

<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Invoice Total</b>
42116123	03/13/20	<b>\$94.50</b>
42118336	04/15/20	<b>\$157.50</b>
<b>Total</b>		<b>\$252.00</b>

**THOMPSON & PERCHER LLP**

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Page 3  
 May 13, 2020  
 Invoice 42120029

<u>Date</u>	<u>Name</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
04/02/2020	Bates, P	Research Collin County for new case involving AAPIM and Amazing and update the case distribution	.50	315.00	\$157.50
04/03/2020	Bates, P	Communications regarding various TRO related documents; prepare TRO related documents for filing, efile and distribute same; review TRO related documents filed by Plaintiff and distribute same	1.00	315.00	\$315.00
04/08/2020	Bates, P	Prepare suggestion of bankruptcy for filing, efile and distribute same	.50	315.00	\$157.50

Fees for Professional Services .....\$ 630.00

Summary of Fees

<u>Name</u>	<u>Title</u>	<u>Hours</u>		<u>Rate/Hr</u>		<u>Amount</u>
Polly Bates	Paralegal	2.00	\$	315.00	\$	630.00
Total		2.00			\$	630.00

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**THOMPSON & KNIGHT LLP**  
ATTORNEYS AND COUNSELORS

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FORT WORTH, TEXAS 76102  
(817) 347-1700  
METRO (214) 969-1799  
FAX (817) 347-1799  
tklaw.com

TAX ID No. 75-2813604

Amazing Energy Oil and Gas Co  
Attn: Tom Thornhill  
5700 W. Plano Parkway, Suite 3600  
Plano, TX 75093

Page 1  
April 15, 2020  
Invoice 42118334

## INVOICE SUMMARY

For Services Rendered Through March 31, 2020

Our Matter # 527040.000003  
Lee County, NM Execution of Judgment

Fees for Professional Services .....	\$	94.50
Net Current Billing For This Invoice .....	\$	<u>94.50</u>

Addendum Page 48 of 64  
**THOMPSON & KNIGHT LLP**  
 ATTORNEYS AND COUNSELORS

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Page 2  
 April 15, 2020  
 Invoice 42118334

<u>Date</u>	<u>Name</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/06/2020	Bates, P	Review Rule 11 agreements and update case calendar	.30	315.00	\$94.50

Fees for Professional Services .....\$ 94.50

Summary of Fees

<u>Name</u>	<u>Title</u>	<u>Hours</u>		<u>Rate/Hr</u>		<u>Amount</u>
Polly Bates	Paralegal	.30	\$	315.00	\$	94.50
Total		.30			\$	94.50

**EXHIBIT B – ENGAGEMENT LETTER**

**THOMPSON & KNIGHT LLP**

ATTORNEYS AND COUNSELORS

ROBERT C. VARTABEDIAN  
DIRECT DIAL: 817.347.1714  
EMAIL: [rob.vartabedian@tklaw.com](mailto:rob.vartabedian@tklaw.com)

777 MAIN STREET, SUITE 3300  
FORT WORTH, TX 76102  
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FAX 214.999.1687  
[www.tklaw.com](http://www.tklaw.com)

AUSTIN  
DALLAS  
FORT WORTH  
HOUSTON  
NEW YORK  

---

ALGIERS  
LONDON  
MÉXICO CITY  
MONTERREY

November 21, 2019

Amazing Energy, LLC  
Amazing Energy Oil and Gas Co.  
Amazing Energy Holdings, LLC  
c/o Willard McAndrew  
5700 W. Plano Parkway  
Suite 3600  
Plano, Texas 75093

Willard McAndrew  
5700 W. Plano Parkway  
Suite 3600  
Plano, Texas 75093

David Arndt  
5700 W. Plano Parkway  
Suite 3600  
Plano, Texas 75093

“Marty” Benjamin Dobbins  
5700 W. Plano Parkway  
Suite 3600  
Plano, Texas 75093

Re: Thompson & Knight LLP Engagement Agreement for Matters:  
Pecos County Dispute  
Collin County Lawsuit  
Lee County, NM Execution of Judgment Lawsuit

Dear Tom:

Thompson & Knight LLP (“TK”) appreciates the opportunity to represent Amazing Energy, LLC, Amazing Energy Oil and Gas Co., Amazing Energy Holdings, LLC, Willard McAndrew, “Marty” Benjamin Dobbins, and David Arndt in the referenced Matters (as such terms are defined below). A successful lawyer/client relationship begins with a clear understanding and agreement regarding the terms of the relationship by both parties. This letter including Schedule 1 and the Terms & Conditions (collectively, “Agreement”) states the mutual understanding and agreement of the parties regarding this engagement.

If there are any questions or concerns regarding the terms of the Agreement, please let me know so they can be resolved. Otherwise, please return a signed copy of the Agreement immediately.

**Client and Client Contact.** Amazing Energy, LLC, Amazing Energy Oil and Gas Co., Amazing Energy Holdings, LLC, Willard McAndrew, “Marty” Benjamin Dobbins, and David Arndt (collectively “Client” or “Clients”) are TK’s only clients in the Matters as described below.

Client agrees that TK’s representation of it in the matters described below does not give rise to a lawyer-client relationship between our firm and any of Client’s affiliates. Accordingly, representation of Client in these matters will not give rise to any conflict of interest in the event other clients of the firm are adverse to any of Client’s affiliates.

Amazing Energy, LLC *et al.*  
November 21, 2019

Tom Thornhill is designated by Client as its “Primary Client Contact” in the Matters. Unless directed otherwise, TK primarily will correspond and communicate with Primary Client Contact as the representative of Client in the Matters.

**Matters and Scope of Services.** TK is being retained to represent the following Clients solely in connection with the following matters (collectively, “Matters”):

<b>Matter</b>	<b>Client(s)</b>
Pecos County Dispute	Amazing Energy, LLC
Collin County Lawsuit	Amazing Energy, LLC Amazing Energy Oil and Gas Co. Amazing Energy Holdings, LLC Willard McAndrew “Marty” Benjamin Dobbins David Arndt
Lee County, NM Execution of Judgment Lawsuit	Amazing Energy, LLC

TK will perform all reasonable legal services and take all such action as may be appropriate and necessary in its professional discretion as lawyers to further Client’s interests in the Matters.

**Assigned Lawyers.** I will be the primary TK lawyer responsible for the Matters. It is anticipated that Nick Davis also will work on the Matters. (Collectively, referred to as “Assigned Lawyers.”) Other TK lawyers, paralegals and staff may also work on the Matters where advisable and appropriate.

**Fees and Expenses.** Fees for our legal services will be based on TK’s hourly rates and the billable hours incurred to represent Client in the Matters. Schedule 1 reflects the current hourly rates for the above-named lawyers. These hourly rates will apply through December and are subject to change thereafter, with at least 30 days’ prior notice. In addition to fees for legal services, TK will charge to Client out-of-pocket expenses incurred in representing Client. TK’s current Client Reimbursed Expense Policy is set forth in the attached Terms and Conditions.

**Billing and Payment.** TK submits statements for fees and expenses on a monthly basis, unless otherwise agreed on Schedule 1. TK’s statements are due upon receipt by Client, and will be treated as past due 30 days after receipt.

We understand that the payment of the Clients’ fees and expenses will be made by Amazing Energy Oil and Gas Co. Unless we receive instructions to the contrary, we shall send one statement for each Matter each month to Amazing Energy Oil and Gas Co. for fees and expenses incurred in the Matters for our representation of the Clients.

**Joint Representation.** A lawyer has the duty to exercise independent professional judgment on behalf of each client. When requested to represent multiple clients in the same matter, a lawyer can only do so if he first concludes that he can fulfill this duty with regard to each of the joint clients on an impartial basis.

Amazing Energy, LLC *et al.*  
November 21, 2019

Since each client has the right to retain separate counsel, the lawyer then must obtain the consent of each client after an explanation of the possible disadvantages and risks involved in the proposed multiple representation. Further, if during the representation material differences arise between or among some or all of the joint clients, that that preclude the lawyer from continuing to represent each of the clients impartially, then the lawyer must at that time withdraw from representing all of the clients.

While it may be less expensive and save time for one lawyer to represent all the Clients jointly in this matter, it is important for each of you to understand the implications, risks and possible adverse consequences of joint representation. One of the risks associated with joint representation is the effect it has on client-lawyer confidentiality. In joint representation, an attorney has an ethical duty to keep each of his clients informed and respond to reasonable requests for information. This duty precludes a lawyer from keeping any information revealed by one client secret from the other co-clients. If, for example, one of you were to tell a representative of our Firm that a problem existed in connection with this matter, that representative would be required to share this information with the other co-clients. Thus, if any Client possesses any information that such Client does not desire a Firm representative to discuss with the other co-clients, that Client should hire separate counsel in connection with those issues.

Each Client should also be aware that representing multiple parties affects the attorney-client privilege. While still fully applicable to third parties, the attorney-client privilege does not apply as between the joint clients. Thus, should a subsequent dispute arise between any of the Clients regarding the subject matter of this joint representation, the Firm may be compelled to testify about conversations that occurred or documents that were reviewed during the course of this joint representation. Thus, if any Client wishes to have privileged communications that will not be subject to disclosure to the other jointly represented clients, we would advise such Client to hire separate counsel in connection with those issues.

Each entity/individual has the right to voluntarily withdraw from the joint representation at any time. However, each entity/individual understands and agrees that, in the event of its voluntary withdrawal, the Firm may continue to jointly represent all remaining entities/individuals unless otherwise prohibited by the applicable professional responsibility rules and authorities.

Because the Firm has a pecuniary interest in providing joint representation, we cannot provide legal advice on whether to agree to the terms of this agreement. Your signature below acknowledges that you have not relied on legal advice from Thompson & Knight concerning this letter agreement.

Each Client acknowledges and agrees that a conflict of interest may arise in the course of our joint representation (*e.g.*, a substantial discrepancy in the parties' testimony, incompatibility in position in relation to an opposing party, or differences related to settlement of the claims or liabilities in question). Each Client acknowledges and agrees that in the event a conflict of interest does arise, our firm may withdraw from representing a Client and may continue to represent other Clients. In such event, each Client understands that a Client from whom the firm has withdrawn from representing will be responsible for obtaining its own legal representation and for the cost of that representation. Additionally, any information that such Client previously disclosed to us may



Amazing Energy, LLC *et al.*  
November 21, 2019

be used against such Client on behalf of other Clients. In the unlikely event that a Client, on the one hand, and other Clients, on the other hand, commence litigation against one another regarding the subject of the joint representation, each understands that our advice to them and our prior communications with them during the joint representation may not be shielded from disclosure in such litigation. In many representations an attorneys' work product may be obtained by a client. In this joint representation, however, each Client agrees that the confidentiality of attorney work product will be maintained even if the joint representation ceases. Finally, in the event a conflict of interest arises regarding our joint representation, a court may disqualify us from continuing to represent any of the Clients, notwithstanding the terms of this agreement. We are advising of these possibilities solely to comply with our ethical requirements and are not suggesting that any Clients have claims against one another.

**Independent Advice Regarding Engagement.** As a matter of policy, TK does not advise its clients or potential clients on whether to agree to the terms of its engagement by a client. Therefore, TK advises its clients or potential clients to consult in-house counsel or other counsel regarding the Agreement. By accepting the terms of the Agreement, Client confirms that it understands its option to consult other counsel and has made an independent decision to enter into the Agreement and provide the consents contained herein whether or not it has actually consulted other counsel.

**Waiver and Release.** Client hereby waives, releases, and forever discharges Conrad Hester and TK from any and all claims, demands, and causes of action of whatever kind or character which Client has as of the date of this letter, that are in any way connected with previous legal services rendered by Conrad Hester to Client. This waiver, release, and discharge specifically encompasses but is not limited to any claims that Client may have against Conrad Hester or TK for legal malpractice, negligence, or breach of fiduciary duties.

**Terms and Conditions of Representation.** Additional information regarding fees and other important matters, agreements, and consents appear in the enclosed Schedule 1 and Terms and Conditions, which Client should review carefully before agreeing to our engagement.

Please contact the undersigned immediately if the Agreement does not accurately reflect Client's understanding of the terms of TK's engagement in the Matters. Corrections or changes must be in writing and agreed by TK and Client. A signed engagement agreement between TK and Client is needed within ten (10) business days of the date on page one in order for TK to proceed with representation of Client in the Matters. If Client does not countersign the engagement letter but continues to instruct us on the Matters, Client will be deemed to have accepted the engagement letter and the terms and conditions.

Again, TK appreciates the opportunity to represent Client and looks forward to working with Client and its representatives.

Amazing Energy, LLC *et al.*  
November 21, 2019

Regards,


THOMPSON & KNIGHT LLP



By: \_\_\_\_\_  
Robert C. Vartabedian  
Partner

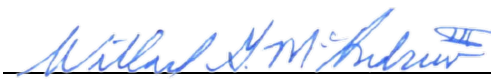
The undersigned Client has read and understood the Agreement (including the Attachments) and consider it to be fair and reasonable. The Agreement (including Schedule 1 and the Terms & Conditions) accurately sets forth all of the terms of the engagement, and is approved and accepted as of the date on page one.

Amazing Energy, LLC

By:   
Name: Willard G. McAndrew III  
Title: President


Date: 11-21-19

Amazing Energy Oil and Gas Co.

By:   
Name: Willard G. McAndrew III  
Title: CEO

Date: 11-21-19

Amazing Energy Holdings, LLC

By:   
Name: Willard G. McAndrew III  
Title: President

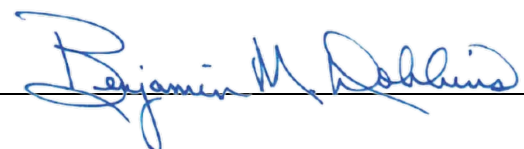
Date: 11-21-19

Willard McAndrew



Date: 11-21-19

Benjamin Dobbins



Date: 11-21-19

Amazing Energy, LLC *et al.*  
November 21, 2019

David Arndt



Date: 11-21-19

Attachments:

Schedule 1

Terms & Conditions

Cc: Tom Thornhill  
Anna Karlsen

Amazing Energy, LLC *et al.*  
November 21, 2019

**Schedule 1**

**HOURLY RATES:**

**Hourly Rates of Lawyers and Paralegals (if any) Initially Assigned to the Matter:**

<b><u>Name</u></b>	<b><u>Hourly Rate</u></b>
Robert Vartabedian	\$710
Nick Davis	\$605

**EXPENSE POLICY:**

TK Client Reimbursed Expense Policy (as in effect from time to time) applies. The current TK Client Reimbursed Expense Policy is attached.

**TOTAL RETAINER:** \$125,000

**MONTHLY STATEMENT RETAINER** (See Terms & Conditions: Retainer):

Amount: \$125,000. This retainer will first be applied against outstanding invoices incurred in the Jed Meisner matter.

[Remainder of this page intentionally left blank]

### **Terms & Conditions**

**Client.** Unless otherwise specifically agreed in writing, the Agreement does not create an attorney-client relationship between TK and any person or entity other than Client, including without limitation, any parent, subsidiary, or affiliated entity of Client; any Client Contact or representative, employee, officer, director, shareholder, member or partner of Client; or, any entity commonly-owned with or related to Client, even though TK may communicate such other persons regarding the Matters. Accordingly, representation of Client in the Matters will not give rise to any conflict of interest in the event other TK clients are adverse or become adverse to any person or entity other than Client.

**Joint Representation of Corporate Affiliates.** If this representation includes representation of corporate affiliates, we are entitled to rely on the designated primary client contact, Tom Thornhill, to accurately and timely pass on our communications to each of the affiliates, and each affiliate acknowledges that it will be relying on the designated primary client contact and not us with respect to the accurate and timely transmission of such communications. TK is specifically authorized to share confidential information belonging to each affiliate with the others, it being understood that the affiliates are jointly represented with respect to each Matters. The designated primary client contact is authorized to agree to any consent, to waive any privilege, and to waive any conflict on behalf of all affiliates, and TK is entitled to rely thereon. In the event that a Client affiliate ceases to be an affiliate, TK may withdraw from representing such former affiliate and continue to represent the remaining Client affiliates, even in matters adverse to the former affiliates.

**Scope of Services.** TK is retained by Client solely to provide legal services in connection with the Matters and TK is not responsible for providing business, investment, accounting, or financial advice to Client regarding the Matters. Except as otherwise separately agreed in writing, TK's representation is limited to the Matters (and to the scope of services described) and the engagement under the Agreement does not involve an undertaking to represent the Client or its interests in any other matter.

**Client Obligations – Information and Documents.** To enable TK to provide effective representation in the Matters, Client agrees to: (1) disclose to TK fully, accurately and on a timely basis, all facts and documents that are or might be material or that TK may request; (2) provide us with complete and accurate factual information, documents, electronically stored information and other data, and other communications relevant to the subject matter of the litigation or otherwise reasonably requested; (3) make its officers and employees available to meet with TK personnel and to attend trial, hearings, depositions and discovery conferences, and other proceedings; (4) to commit the appropriate personnel and sufficient resources to meet the Client's discovery obligations; (5) keep TK apprised on a timely basis of all developments that are or might be material; (6) attend meetings, conferences, and other proceedings when it is reasonable to do so; (7) provide updated information for conflicts purposes, if necessary; and (8) cooperate fully with TK in all matters relating to the engagement. By signing this Agreement, Client agrees that TK is relieved from the responsibility of performing any further work should Client fail to pay any statement for fees and expenses (including bills for expenses received from third parties) or for supplemental deposits when due. In that event, Client agrees that TK may withdraw as Client's counsel and will sign any needed documents to facilitate such withdraw.

**TK Estimates of Fees & Expenses.** If TK has provided or in the future provides Client with an estimate of fees and expenses to be incurred in the Matters, such estimate is provided with Client's understanding and agreement that the actual legal fees and expenses incurred by Client may exceed such estimate and such estimate is not a fixed fee or a cap or limit on fees and expenses to be incurred and paid by Client.

**Contract and Temporary Lawyers.** Client authorizes us, where we deem it efficient, to engage contract or temporary lawyers, and to charge hourly rates for the work of such contract or temporary lawyers at rates less than we charge for our comparably experienced associates but at more than we pay such contract or temporary lawyers.

**Client Reimbursed Expenses.** Pursuant to TK's current Client Reimbursed Expense Policy, TK will separately charge Client for costs and expenses incurred on behalf of Client related to the Matters. Unless otherwise stated on Schedule 1, these costs and expenses include, but are not limited to, filing fees, travel expenses, reprographics including photocopies, facsimile charges, CDs, DVDs, postage, overnight, special delivery or special courier charges, long distance telephone costs, court reporter costs, deposition fees and expert witness fees, charges for the Firm's access to and use of any electronic research services in the Matters, litigation support services, and e-discovery services. In the case of significant third-party vendor charges, TK may either forward invoices for such charges to Client for direct payment or may require an expense deposit from Client to be used for payment of expenses.

**Billing Statements.** Unless otherwise stated on Schedule 1, TK will submit statements for fees and expenses on a monthly basis, or shortly after services are rendered or expenses incurred. If Client has any questions or concerns about TK's fees and expenses or the level or quality of representation provided, Client should discuss those concerns with the Assigned Lawyers or TK Management immediately. Otherwise, TK will assume that Client approves of the level and quality of representation provided by TK to Client in the Matters.

**TK Statements – Due Date.** Unless otherwise stated on Schedule 1, all TK statements are due and payable upon receipt, and will be treated as past due 30 days after receipt.

**Retainer.** The amount of any Final Payment Retainer ("FPR") required as of the date of this agreement is reflected on Schedule 1. Prior to TK's final statement in the Matters, Client is required to pay TK's statements within 30 days of receipt without regard to the existence of the FPR. The FPR will be held by TK and applied to the final TK statement in the Matter, and (1) any unapplied amount will be returned to Client, or applied to other amounts owed by Client to TK at that time or (2) if the final statement exceeds the FPR, any unpaid balance of TK's fees and expenses in the Matters will be immediately due and payable by Client. The amount of any Monthly Statement Retainer ("MSR") required as of the date of this agreement is reflected on Schedule 1. The MSR will be held by TK and applied to pay TK's statements to Client. If at any time the unapplied MSR is reduced below the "Minimum Retainer Amount" specified in Schedule 1, Client will be required to replenish MSR to the original amount within 30 days of receipt of notice from TK.

**Client Advance Waiver of Conflicts.** Although we are not aware of a conflict created by the Matters at this time, save and except any conflict specifically addressed in the engagement

letter. TK is a large law firm, and it is possible that the Firm may take on work for other clients that may give rise to conflicts in the future. TK will not take on any representation adverse to Client (i) in any matter which is substantially related to TK's representation of Client or (ii) with respect to any matter where there is a reasonable probability that confidential information Client has furnished to TK could be used to Client's disadvantage. In other matters, Client understands and consents that, with those exceptions, TK accepts this engagement on the understanding that it is free to represent other clients, including clients whose interests conflict with Client's in litigation, business transactions, or other legal matters so long as we believe, in our reasonable professional judgment, that our responsibilities to Client and the other client would not be adversely limited by the concurrent representations. That nature of our practice is such that occasionally the Firm may concurrently represent two clients in matters that are not substantially related to each other where, in our professional judgment, we can undertake the concurrent representations without adversely limiting the responsibilities we have to either client. In such a situation, we give careful consideration to the needs of both of our clients before undertaking such representation. In view of the nature of our practice, Client agrees that the attorneys at the Firm may represent a party with interests directly adverse to Clients, so long as the adverse representation is not substantially related to the matters we have been engaged to handle on Client's behalf, and so long as we believe that our responsibilities to Client and the other client would not be adversely limited by the concurrent representations. Where any such representation involving litigation is involved, it is likely that our attorneys representing our other client would be required to conduct adverse discovery against Client, Client's parent company, subsidiaries, or affiliates and perhaps cross-examine witnesses employed by Client, Client's parent company, subsidiaries or affiliates if any such matter proceeded to trial. Where any such representation is undertaken, our attorneys representing our other client will assist in seeking the terms most favorable to it even though different terms may be more advantageous to Client. We agree, however, that Client's prospective consent to conflicting representation will not apply where, as a result of our representation of Client, we have obtained sensitive, proprietary, or other confidential information that, if known to our other client, could be used by the other client to Client's material disadvantage, unless any confidential information we have obtained would be screened from the lawyers working for our other client. Client should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent Client.

Client also consents to our undertaking of matters not adverse to Client for any party to whom Client is adverse in any of the matters we are handling for Client from time to time. As one example, if Client engages us to represent it in a financing transaction adverse to a commercial bank, we would be able to represent that bank on any matter unrelated to our work for Client and where Client is not the adverse party.

**Client Advance Waiver Regarding Consultation with TK's General Counsel.** As Client knows, TK is a large law firm. We represent many clients and handle a great number of complex matters each year. In part because of the number of clients that TK represents and the complexity of the matters we become involved in, from time to time issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Under normal circumstances when such issues arise we would seek the advice of our General Counsel who is an expert in such matters.

Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and the counsel for the firm. In recent years, however, there have been judicial decisions indicating that under some circumstances such conversations may involve a conflict of interest between the client and the law firm and that the lawyer's consultation with law firm's counsel may not be privileged, unless the law firm either withdraw from the representation of the client or obtain the client's consent to consult with law firm's counsel.

We believe that it is in our clients' interest, as well as TK's interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation, Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm counsel, either TK's internal counsel or, if we choose, outside counsel, we have Client's consent to do so and that our representation of Client shall not, thereby, waive any attorney-client privilege that TK may have to protect the confidentiality of our communications with counsel.

**Potential Conflicts – TK Disclosures & Client Consents.** TK currently has no reason to believe that an actual conflict exists between Client's interests in the Matters and any other TK client's interests in the Matters [save and except any conflict specifically addressed in the engagement letter], or that any actual conflict is likely to arise during the course of TK's representation of Client in the Matters. If circumstances should unexpectedly change so that an actual conflict arises or becomes likely to arise between Client's interests and TK's other client's interests in the Matters, TK will notify Client as soon as practicable, and discuss the available alternatives. Those alternatives may include (1) TK's seeking consent to its continued representation of the adverse clients (including Client) in the Matters (which consent may or may not be requested or given), or (2) TK's withdrawing from representation of the adverse clients and advising them (including Client) to retain other counsel. TK's general practice is that where its clients' interests in a matter become directly adverse, TK will withdraw from representing both clients in that matter.

TK has several hundred lawyers in different cities and countries. Our business intake system and conflicts process involves the application of the standards set forth in applicable rules of professional conduct. We do not undertake to check or disclose other relationships. For example, our conflicts process will not necessarily reveal and we do not check to determine whether other clients of the Firm may be competitors of Client or may take positions on the subject matter of certain issues that may be adverse or inconsistent with positions Client may favor respecting such subject matter. As a result, we may represent Client's business competitors, and in fact, we often represent more than one client in any particular industry. Client's signature acknowledges and consents to the limited scope of our conflicts check and any issue conflicts.

TK may represent other lawyers and law firms and TK may be represented by other lawyers and law firms from time to time. As a result, opposing counsel in the Matters may be a lawyer or law firm that TK represents and has represented TK now or in the future. Further, TK and its lawyers have professional and personal relationships with many other lawyers. By accepting the terms of this agreement, Client consents to any such relationships between TK and its lawyers and other law firms or lawyers, including counsel representing a party that is adverse to Client in the Matters or some other matter.



**Termination and Withdrawal.** Unless we have accepted other work from Client on a separate matter, it is agreed that the attorney-client relationship will be considered terminated upon TK's completion of the services that Client has retained TK to perform in the Matters. If Client has retained or later retains TK to perform further or additional services in the Matters or any other matter, that engagement will be subject to the terms of engagement agreed at that time.

Client may terminate this engagement at any time, with or without cause, by notifying TK. Client's termination of TK's services will not affect Client's responsibility for payment of fees and expenses incurred before such termination and those incurred in connection with an orderly transition of the Matters. TK's attorney-client relationship with Client also terminates with respect to the Matters upon TK's completion of the services described in the Agreement, and unless previously terminated, when TK sends to Client the final statement for services rendered in connection with the Matters.

Consistent with governing rules of professional conduct, TK may terminate representation and withdraw from representing a client for many reasons, including without limitation, for the client's non-payment of fees or expenses, misrepresentation or failure to disclose material facts, fraudulent or criminal conduct, action contrary to TK's advice, and conflict of interest with another TK client. Upon any such termination, TK and Client agree to take the steps necessary to effect TK's withdrawal from representing Client in the Matters, including signing documents such as pleadings and consenting to substitution of counsel. Upon any such termination, fees and expenses incurred by Client or on Client's behalf to the date of termination will be payable under the payment terms of the Agreement.

**Collateral Matters.** Occasionally, matters between a client and a third party that are collateral to our representation of the client may arise during or after our representation and will require us to expend time and money to address them. Therefore, except as provided in the next sentence, Client agrees that it will pay directly or reimburse TK for all losses, claims, damages, liabilities, and expenses (including for our time at our usual rates and our attorneys' fees and expenses) suffered by or asserted against the Firm, its partners or personnel in connection with, arising out of, or in any way based upon or relating to the representation described above or the performance by TK of the services contemplated for the Matters and arising from a claim by someone other than the client hereunder, including expenses incurred in connection with investigating, responding to, defending, or preparing to defend against any such loss, damage, or liability, or an pending or threatened claim, action or discovery request arising therefrom. Client's reimbursement and payment obligation arising hereunder shall not extend to any loss, damage, liability, action, or claim to the extent the same is determined, in a final judgment by a court having jurisdiction, to have resulted from the professional malpractice of TK or any of its partners or personnel.

**Trial Advance.** Once a trial or hearing date is set, we will require Client to pay all amounts then owing to us and may require Client to deposit with us the fees we estimate will be incurred in preparing for and completing the trial or arbitration, as well as jury fees and arbitration fees likely to be assessed. If Client fails to timely pay any additional deposit requested, we will have the right to withdraw from the representation. If permission of the court or arbitration panel is required, Client agrees not to oppose any motion to withdraw.

**Files and Documents.** TK will create and maintain a client file for the Matters (the “Client Matter File”) that includes documents furnished by Client to TK for use in the Matters. Unless otherwise agreed, Client should retain copies of any documents furnished to TK and should maintain copies of any documents furnished to Client by TK. Within 120 days of termination of TK’s representation in the Matter, Client should identify to TK the client documents, if any, that Client requests TK to return to Client. At its discretion, TK may or may not retain copies of such returned documents in its files. After termination of TK’s representation in the Matter, the Client Matter File may be sent to a private storage facility, archived for a limited time or destroyed. TK will determine, at its discretion, the disposition of the Client Matter File, unless Client makes a specific written request that such file be returned.

At the conclusion of the Matters or any other representation that we undertake on Client’s behalf, Client agrees that all electronic and hard copies of documents or data we have in the Client Matter File relating to the Matters, whether we may have received them from Client, received from others, or created them ourselves, may be handled and ultimately destroyed, without further notice to Client, in accordance with our document retention and management policy then in effect. However, if Client makes a request for the delivery of specific documents while we still retain them, and if we have received payment of all of our invoiced fees and costs, all documents in the Client Matter File that are requested will be copied and delivered to Client at Client’s expense.

TK has adopted a program of document retention and management of electronically stored information, including regular deletion of outdated, corrupt or useless files. Such program may change from time-to-time. TK will retain or dispose of any remaining documents or other materials in the Matters in accordance with its record retention policy for client files as in effect from time-to-time.

Client must alert TK in advance of special treatment, sensitive information, retention requirements and other unique conditions pertaining to the Client File. Client agrees that it will notify TK in a timely, written and specific manner, concerning any requirement for special or unusual handling of the Client File, including without limitation, any statutory or regulatory requirements relating to confidentiality and retention of the Client File.

Client agrees that TK will own and control its own files and any related electronically stored information pertaining to this engagement (collectively “TK Files”). Client will not have the right or ability to require TK to deliver TK Files and information (or copies thereof) to Client. Further, at its discretion, TK may destroy any TK Files or information without Client’s consent. Client agrees that TK Files shall include firm administrative records; financial files and documents; time and expense reports; firm personnel and staffing materials, credit and accounting records, electronic mail correspondence (other than such correspondence sent to Client by TK); and, TK lawyer’s work product, such as drafts, notes, memoranda and legal and factual research, documents containing mental impressions, including investigative reports prepared by or for the internal use of TK lawyers. Client agrees that such TK Files will not be considered part of the Client Matter File.

**Post-Engagement Issues.** Client is engaging TK to provide legal services in connection with the Matters (and within the scope of services) described in the Agreement. After completion or conclusion of the Matters, changes may occur in the applicable laws or regulations that could

have an impact upon Client's future rights and liabilities. Unless Client engages TK to provide additional advice or services in connection with issues relating to or arising from the Matters, TK will have no continuing obligation to advise Client with respect to future legal developments. Further, unless Client and TK agree in writing to the contrary, TK will not monitor renewal or notice dates or other deadlines relating to or arising from the Matters following completion or conclusion of the Matters.

**Communications and Confidentiality.** TK has available Internet communication procedures that allow its lawyers and staff to use e-mail for client communications in many instances. Accordingly, unless Client specifically directs otherwise, TK may use unencrypted e-mail sent on the Internet to communicate with Client and to send documents TK has prepared or reviewed. Client acknowledges that communication by cellular telephone, facsimile transmission, and email may pose risks to confidentiality and to timely, complete communications; nevertheless, Client authorizes and consents to our use of such communication technology in connection with representing Client. TK recognizes its obligation to preserve the confidentiality of attorney-client communications as well as client confidences, as required by the governing rules of professional responsibility, but there may be occasions when we will need to disclose Client's identity as a client for purposes of identifying and dealing with a conflict of interest. If TK is disclosed or appears as counsel for Client in publicly available records relating to the Matters, TK reserves the right to inform others of the fact of TK's representation of Client in the Matters and (if reflected in publicly available records) the results obtained, unless Client specifically directs otherwise.

**Guarantee Disclaimer.** TK cannot make and has not made any guarantee regarding its representation of Client in the Matters. Nothing in the Agreement and no statements by TK lawyers, paralegals or other staff constitutes a promise as to results, or a guarantee. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the Matters or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of TK is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by Client as a promise or guarantee.

**Choice of Law.** The relationship between the client and the firm, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law and professional conduct rules of Texas, without regard to conflicts of laws principles.

**Grievances.** Texas law requires that all attorneys provide their clients with the following notice about the existence of the attorney grievance process: "The State Bar of Texas investigates and prosecutes professional misconduct by Texas lawyers. Although not every complaint against or dispute with a lawyer involves professional misconduct, the Office of General Counsel of the State Bar of Texas will provide anyone with information about how to file a complaint. For more information, please call 1-800-932-1900."

**Entire Agreement.** The engagement letter, Schedule 1 and these Terms and Conditions constitute the entire understanding and agreement between Client and TK regarding our representation of Client in the Matters. They supersede any prior understandings and agreements, written or oral, and any subsequent billing requirements, Outside Counsel Guidelines, or letters submitted to us. If any provision of the engagement letter or these Terms and Conditions is held

by a court to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. The client should review this document carefully and contact us promptly with any questions. The client should retain this document in its file. This Agreement can be amended or modified only by written agreement signed by TK and Client.

**Binding Agreement.** The Agreement shall be binding upon TK and Client and their respective heirs, executors, legal representatives, successors and assigns.

**Professional Obligations.** Nothing in the Agreement is intended or shall be construed as impermissibly waiving or limiting TK's or its lawyers' professional obligations to Client or to the profession under the applicable rules of professional conduct or other law, including the Sarbanes-Oxley Act of 2002.